

**TERMS AND CONDITIONS – DISTRIBUTION SERVICES**

**I. GENERAL**

**1. Provisions**

The following terms and conditions shall be a part of each Rate Schedule of Boston Edison Company now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the Massachusetts Department of Telecommunications and Energy ("M.D.T.E."). If there is a conflict between the orders or regulations of the M.D.T.E. and these Terms and Conditions, the orders or regulations of the M.D.T.E. shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

**2. Definitions**

"Company" shall mean Boston Edison Company, a Distribution Company.

"Competitive Supplier" shall mean any entity licensed by the M.D.T.E. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Standard Offer Service and Default Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Default Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier or Standard Offer Service, in accordance with the provisions set forth in the Company's Default Service tariff, on file with the M.D.T.E..

"Distribution Company" shall mean a company engaging in the distribution of electricity or owning, operating, or controlling distribution facilities; provided, however, a Distribution Company shall not include any entity which owns or operates plant or equipment used to produce electricity, steam, and chilled water, or any affiliate engaged solely in the provision of such electricity, steam, and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and non-profit educational institutions, and where such plant or equipment was in operation prior to January 1, 1986. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

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**2. Definitions (continued)**

"Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

"M.D.T.E." shall mean the Massachusetts Department of Telecommunications and Energy.

"Standard Offer Service" shall mean the service provided by the Distribution Company for a term of seven years after the Retail Access Date, unless otherwise determined by the M.D.T.E.. The rates for this service shall be set at levels that achieve the overall Customer rate reductions required by G.L. c. 164, § 1B. Availability for this service shall be in accordance with the provisions set forth in the Company's Standard Offer Service tariff, on file with the M.D.T.E..

"Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

**3. Other Provisions**

If for any reason a Customer not receiving Standard Offer Service does not have a registered Competitive Supplier, the Company will provide Default Service to the Customer.

**II. DISTRIBUTION SERVICE**

**1. Rates and Tariffs**

**1A. Schedule of Rates**

The Company furnishes its various services under tariffs and/or contracts ("Schedule of Rates") promulgated in accordance with the provisions of G.L. c. 164, and M.D.T.E. decisions, orders, and regulations. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.T.E..

**1B. Amendments; Conflicts**

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in G.L. c. 164, §§ 93, 94. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the M.D.T.E. and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

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**1. Rates and Tariffs (continued)**

**1C. Modification by Company**

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the M.D.T.E., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.T.E..

**1D. Selection of Correct Rate**

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. The Company shall advise each new residential Customer of the least expensive rate available for Distribution Service based on information in the Company's records. Each new non-residential Customer shall be advised of the least expensive rate for Distribution Service based on available information in the Company's existing records or as a result of a field inspection by the Company when the Customer provides information that is inconsistent with the Company's records. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not necessarily produce a retroactive billing adjustment.

**2. Obtaining Service from the Company**

**2A. Applying for Service**

Application for Distribution, Default, Standard Offer, or any other service offered by the Company will be received through any agent or any duly authorized representative of the Company.

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**2. Obtaining Service from the Company (continued)**

**2B. Method of Application**

The Company may accept oral application by a prospective Customer for residential service, except as noted in Section II.2C, below. All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided. Landlord Customers are required to provide a contact telephone number and non-post office box contact mail address as a condition for service. Application for non-residential service may, at the Company's option, be in writing on forms provided by the Company and payment of a deposit shall be made if applicable and in accordance with 220 C.M.R. § 26.00. When a written application for non-residential service is required, such service shall not commence until the Company has received written application, except that service may temporarily be provided for an interim period not to exceed ten (10) working days pending the receipt of a duly executed written application for service. No agent or employee of the Company is authorized to modify orally any provisions of such written application or to bind the Company to any promise or representation contrary thereto except in writing by a duly authorized Company representative.

**2C. Written Application**

In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing to any agent or duly authorized representative of the Company as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

**2D. Description of Service Offered**

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide the information required pursuant to Section II.1D and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

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**2. Obtaining Service from the Company (continued)**

**2E. Term of Customer's Obligation to Company**

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. Such meter reading and final bill shall not be unduly delayed by the Company or the Customer may not be liable for payment of bills attributable to such undue delay. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

**2F. Continuation of Service at Rental Property**

On an annual basis, the Company shall notify each Customer that any owner of rental property within the Company's service territory may have service transferred automatically into the owner's name in the event that the Customer of record (tenant) moves out and a new Customer has not applied for Distribution Service. Otherwise, the automatic transfer of service will not occur unless a tenant moves out and the Company has a form signed by the owner or other written authorization on file. The signed form or other written authorization shall be effective without renewal until revoked by the owner. The Company may at its option terminate the service unless authorization from the owner has been received.

**2G. Seasonal Residential Service (M.D.T.E. Approval Required)**

Only the owner of the premises to be served may be the Customer of record unless the tenant provides a signed lease or other evidence demonstrating occupancy for at least a six-month period. Once accepted by the Company as Customer of record, the applicant shall assume all obligations set forth herein with respect to the service.

**3. Security Deposits**

**3A. Non-Residential Accounts**

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Subject to law and the applicable regulations of the M.D.T.E., security deposits may only be required from new non-residential accounts; or from non-residential accounts for service of a similar character, at any location, under any name, if this service has been properly

**3. Security Deposits (continued)**

**3A. Non-Residential Accounts (continued)**

terminated during the last eighteen months due to non-payment; or if a non-residential account has failed to pay during the same eighteen-month period at least two bills, not reasonably in dispute, within forty-five days from the date of receipt of each such bill. The maximum amount of any security deposit required shall not exceed the equivalent of two months' average use, or the use for any one month, whichever is greater. If actual use information is not available, the Company, with the aid of the Customer, shall estimate an average twelve months' consumption upon which to base the amount of the security deposit in accordance with 220 C.M.R. § 26.03.

**3B. Termination of Service**

The Company may terminate any non-residential Customer's Distribution Service if a security deposit authorized by Section II.3A, above, is not made in accordance with the provisions outlined in 220 C.M.R. § 26.08.

**3C. Refund of Deposit; Interest**

The security deposit, plus any accrued interest not previously credited to the account, shall be refunded without request if the Customer has paid all bills for use for any twenty-four month period from the date of deposit and without leaving such bills unpaid for more than forty-five days of their receipt. Interest will accrue on all deposits paid by check, cash, or money order and held over six months at a rate equivalent to the rate paid on a two-year United States Treasury note for the preceding calendar year, or as otherwise determined by 220 C.M.R. § 26.09.4.

**4. Service Supplied**

**4A. Delivery Point and Metering Installation**

The Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be

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considered to be a separate account for purposes of applying the Schedule of Rates, except

**4. Service Supplied (continued)**

**4A. Delivery Point and Metering Installation (continued)**

(1) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience, or (2) if otherwise approved by the M.D.T.E., or (3) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

Should a Customer or a Competitive Supplier request a new meter or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the meter or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

**4B. Conditions for Customer Payment**

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

**4C. Unusual Load Characteristics**

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel. In lieu of

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such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

**4. Service Supplied (continued)**

**4D. Temporary Use**

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for electricity. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary service shall be defined as installations intended for removal within a period not to exceed twelve months.

**4E. Power Factor**

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 80% percent. The Company may require any Customer not satisfying this power factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances. Alternatively, the Company may elect to install such corrective equipment at the Customer's expense.

**5. Billing and Metering**

**5A. Billing Period Defined**

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. In the event that a period between bills is less than twenty-five (25) days or more than thirty-five (35) days, billing will be prorated by the Company to reflect a thirty (30)-day billing period. Bills will be rendered once each billing period unless otherwise approved by the M.D.T.E..

**5B. Bills; Time of Payment**



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Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any business office of the Company or at any authorized collector or agent. Bills shall be deemed paid when valid payment is received at any of these identified payment locations.

**5. Billing and Metering (continued)**

**5B. Bills; Time of Payment (continued)**

Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The address and telephone number of the M.D.T.E.'s Consumer Division shall appear on each residential bill rendered by the Company or the Competitive Supplier. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

**5C. Past Due Bills**

Any bill rendered to a residential Customer on a monthly basis for which valid payment has not been received within either forty-five (45) days from the date rendered, or for a period of time greater than has elapsed between the rendering of such bill and the rendering of the most recent previous bill, whichever period is greater, shall be considered past due.

**5D. Interest on Past Due Non-Residential Accounts**

A Distribution Service, Standard Offer, or Default Service bill rendered to a non-residential Customer on a monthly basis for which valid payment has not been received within twenty-five (25) days from the date rendered shall be considered past due and bear interest on any unpaid balance, including any outstanding interest charges. Such interest rate shall be at a rate no higher than the rate paid on two-year United States Treasury notes for the preceding twelve (12) months ending December 31 of any year, plus ten (10) percent, i.e. 1000 basis points, or as otherwise determined by 220 C.M.R. § 26.10. Such interest charge shall be paid from the date thereof until the date of payment with the exception that any electric service bills rendered to the Federal Government, Commonwealth of Massachusetts, or any agency, city, town, county or political subdivision thereof shall not bear such interest charge until fifty-five (55) days shall have elapsed from the date of such bill.

**5E. Billing for Generation Service**

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The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Standard Offer Service or Default Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service, as set forth in the Model Terms and Conditions for Competitive Suppliers, § 8.

**5. Billing and Metering (continued)**

**5F. Generation Source**

The Company shall reasonably accommodate a change from Standard Offer Service, Default Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Standard Offer Service or Default Service from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Default Service, unless the Customer or the Customer's applicable Competitive Supplier can demonstrate to the Company's reasonable satisfaction that the Customer has been placed on Default Service upon the expiration of a contract with such Competitive Supplier, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Default Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

**5G. Actual Meter Readings; Estimates**

The Company shall make an actual meter reading at least every other billing period. At the request of a Customer's Competitive Supplier, the Company shall make an actual meter reading every billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled for any of the reasons set forth in 220 C.M.R. § 25.02, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

**5H. Optional Customer Meter Readings**

Any Customer who would otherwise receive an estimated bill pursuant to Section II.5B, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company and calling the appropriate telephone

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number provided by the Company to report the reading. However, only Company readings are considered actual readings in accordance with 220 C.M.R. § 25.02.

**5I. Access to Meters**

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable General Laws, M.D.T.E. regulations, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

**5J. Diversion and Meter Tampering**

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for any use of electricity that occurs beyond the point of the meter installation.

**5K. Returned Check Fee**

The Company may assess a returned check fee pursuant to Section II.10, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

**5L. Collection of Taxes**

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity or sale of electricity under Default or Standard Offer Service. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

**6. Discontinuance of Service**

**6A. Grounds for Discontinuance**

The Company may discontinue Distribution Service and/or remove its equipment from any

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Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the M.D.T.E.. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable General Laws, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section II.10, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

**6. Discontinuance of Service (continued)**

**6B. Discontinuance for Unsafe Installation**

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

**6C. Customer Notice of Termination**

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the M.D.T.E., from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the M.D.T.E..

**7. Customer's Installation**

**7A. Permits**

The Company shall make application within a reasonable time period for any necessary locations or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a

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reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied with all valid requirements of any governmental authority and any Company requirement approved by the M.D.T.E. regarding the use of electricity on the premises (e.g., certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

**7. Customer's Installation (continued)**

**7B. Notice of Equipment Changes**

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

**7C. Separate Service**

The Company shall not be required to install a separate service or meter for a garage, barn, or other out-building if located such that the garage, barn, or other out-building may readily be supplied through a service and meter in the main premises.

**7D. Standards for Interconnection**

The Customer's installation shall conform to the requirements of the Company's Standards for Interconnection and/or such further requirements as the Company may promulgate from time to time, as appropriate and as approved by the M.D.T.E.. Copies of such requirements are available from the Company. If the Customer has apparatus for the generation of electricity, the wiring may not be configured to allow interconnection with the Company's service until forty-five (45) days after the delivery of a notice of intent to interconnect without any objection being raised by the Company, or unless the Customer has obtained the Company's prior written consent in each case.

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**7E. Suitability of Equipment**

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

**7. Customer's Installation (continued)**

**7F. Distribution Service from Outside Service Territory**

In accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1B(a)), a Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Customer's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

**8. Company's Installation**

**8A. Information and Requirements for Distribution Service**

Upon request the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

**8B. Interference with Company Property**

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The

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Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

**8. Company's Installation (continued)**

**8C. Protection of Company's Equipment**

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

**8D. Meter Accuracy**

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards. A meter which does not vary more than 2 percent above or below the recognized comparative standard shall be considered accurate. After a thorough investigation by the Company, a Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established in G.L. c. 164, § 120. Subsequent requests for testing the said meter shall be subject to individual review by the Company. The Company may, at its option, and with proper pre-notification to Customers assess a fee for any subsequent testing pursuant to G.L. c. 164, § 120. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

**8E. Unauthorized Use or Unsafe Conditions**

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If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company including, without limitation, G.L. c. 164, § 127 and 127A.

**8. Company's Installation (continued)**

**8F. Underground Surcharge**

In the event that a municipality within which the Company furnishes Distribution Service votes to adopt a bylaw or ordinance forbidding new installation of overhead transmission or distribution facilities or requiring removal of existing facilities, the Company may charge its Customers within such a municipality a differential in rates or a billing surcharge, as appropriate, in accordance with G.L. c. 166, §§ 22D, 22L, 22M and relevant Company policies approved by the M.D.T.E..

**9. Company Liability**

**9A. Interruption to Protect System**

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage, and such action shall not be construed to constitute a default nor shall the Company be liable therefore in any respect. The Company will use reasonable efforts under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance. The Company may, from time to time, test all or portions of its electric system in accordance with good utility practice. These tests may include, but not be limited to, equipment operation performance, momentary service interruptions and voltage reductions. The Company will notify the Department of the scheduling of a test or tests.



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**9B. Force Majeure Liability Limitation**

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution, or impairment of electrical service from its generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God, or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service.

**9. Company Liability (continued)**

**9C. No Warranty**

Neither by inspection or non-rejection nor in any other way does the Company give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. The Company shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the Customer's premises.

**9D. Negligence**

Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises. In any event, for non-residential Customers served under general service rates, the Company shall not be liable in contract, in tort (including negligence and G.L. c. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of Customers of the Customer or other economic harm.

**10. Schedule of Charges**

The Company reserves the right to impose reasonable fees and charges pursuant to the

**TERMS AND CONDITIONS – DISTRIBUTION SERVICES**

various provisions of these Terms and Conditions. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the M.D.T.E..

**11. Line Extension Policy**

The Company's line extension policy is included in Appendix B.

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**Schedule of Fees and Charges  
(February 1, 2005)**

<b>Section II.5D</b>	<b>Late Payment Charge Interest Rate (Annual)</b>	<b>12.38%</b>
<b>Section II.5K</b>	<b>Return Check Fee</b>	<b>\$ 9.00</b>
<b>Section II.6A</b>	<b>Restoration Charge</b>	<b>\$15.00</b>

**TERMS AND CONDITIONS – DISTRIBUTION SERVICES**

**Appendix B**

**LINE EXTENSION POLICY**

**Overhead Construction**

- A. **PUBLIC WAYS.** All public way construction is furnished and installed by the Company at its expense up to a maximum of 1½ times the estimated annual wires and or delivery revenue . If the supply of service involves the use of Company investment beyond this amount, the Company will require a contribution from the Customer in order to provide service. This contribution will include the cost of any associated materials. This construction will be owned and maintained by the Company at its expense under normal conditions.
- B. **PRIVATE PROPERTY.** All private property construction will be furnished and installed by the Company. Except for a span of secondary wire not to exceed 100 feet, this construction will be paid for by the Customer or property owner. The Company will own and maintain all construction on private property up to the point of service attachment. However, if the public way pole line is on the opposite side of the street, the Company will set one pole at its expense on private property.
- C. **CHANGE IN LOCATION.** A change in location of an overhead or underground service for the Customer's convenience will be done at the Customer's or property owner's expense. However, the Company at its expense will relocate a pole in the public street if it is clearly blocking access to an existing or newly proposed driveway in a residential area or to a commercial enterprise which has no other means of access to the rear of the property.
- D. **HOUSE MOVING.** In order to accommodate house moving and provided the Company has received written notification of the proposed route at least seven days prior to moving, the Company at its expense will disconnect or remove its wires along the route. However, if the Company has to remove or relocate poles or other support structures along the route, this work will be done at the applicant's expense.

**Overhead to Underground Construction**

- E. **PUBLIC WAY.** In the public way the standpipe and underground construction from the pole in the public street to a point two feet inside the property line will be furnished and installed by the Company at the Customer's or property owner's expense. It will be owned and maintained by the Company at its expense.

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- F. **PRIVATE PROPERTY.** All construction on private property will be furnished, installed, owned, maintained and paid for by the Customer or property owner. However, in the case of primary cable installations, the Company will, at the Customer's expense, furnish and install the necessary cable on private property to the first terminating facility. The cable will be owned by the Customer, and will be maintained by the Company at the Customer's or property owner's expense.

**Underground Construction**

- G. **COMPANY-CUSTOMER COST RESPONSIBILITY.** In the public way all construction is furnished and installed, by the Company at its expense up to a maximum of 1½ times the estimated annual wires and or delivery revenue . If the supply of service involves the use of Company investments beyond this amount, the Company will require a contribution from the Customer in order to provide service. This construction will be owned and maintained by the Company at its expense under normal conditions.
- H. **PRIVATE PROPERTY.** All construction beyond two feet on private property will be paid for by the Customer or property owner. This construction will be owned by the Customer and maintained by the Company at the Customer's expense. However, in the case of primary cable and some other installations, the Company will, at the Customer's expense, furnish and install the necessary cable on private property to the first terminating facility. The cable will be owned by the Customer, and maintained by the Company at the Customer's or property owner's expense.
- I. **UNDERGROUND RESIDENTIAL DEVELOPMENT.** For underground residential developments the Company will furnish and install all primary and secondary cable in the proposed public way at its expense up to a maximum of 1½ times the estimated annual wires and or delivery revenue. If the supply of service involves the use of a Company investment beyond this amount, the Company will require a contribution from the Customer in order to provide service. The Company will furnish and the Customer or property owner will install fiberglass pads, service handholes and conduit where required in the proposed public way. The Customer or property owner shall be responsible to perform all digging and backfilling. This public way construction will be owned and maintained by the Company at its expense and construction beyond two feet on private property will be owned and maintained by the Customer.

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- J. UNDERGROUND COMMERCIAL DEVELOPMENT.** In secondary metered underground commercial development, the Customer shall perform all digging, conduit installation, backfilling and landscaping associated with the development. The Company will install, own and maintain all transformers, primary switchgear and primary cable. The Customer will pay for all primary cable charges that exceed the expected annual base revenue of the first building in the development.
- K. UNDERGROUND SECONDARY.** All underground secondary service cables and conduit which are required on private property, will be furnished, installed, owned and maintained by the Customer or property owner.
- L. TERMINAL BOX.** Terminal boxes will be furnished, installed, owned and maintained by the Customer. Box sizes will be determined by the Company. The Company will make all connections in the terminal boxes. When the service is alive, boxes will be furnished, owned and maintained by the Customer but will be installed by the Company at its expense.

**Miscellaneous**

- M. MISCELLANEOUS CUSTOMER COST.** The Tax Reform Act of 1986 passed by the U.S. Congress provides that payments by Customers for facilities owned and constructed by utilities must be reported by them as taxable income. The cost charged to the Customer will cover the cost of money associated with the payment of any income taxes by Boston Edison.
- N. EASEMENTS.** The Company will require easements if service equipment on private property may be used to supply more than one Customer.
- O. ADDITIONAL CAPACITY.** If the Company builds additional capacity beyond that necessary to serve a particular Customer in order to have capacity available for other future Customers, the additional costs for the additional capacity will not be charged to the original Customer. If future Customers benefit from construction in the public way paid for by other Customers, appropriate adjustments will be considered to the payments previously made.
- P. STREET OPENING PERMITS.** The Company is willing to provide service installations on a year-round basis, but street opening permits may be denied by some municipalities during some periods of the year.

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**Q. REVENUE ESTIMATION.** The Company may estimate annual wires and or delivery revenue based on the loads provided by the Customer, size and use of the facility, actual revenues from similar facilities with similar usage or other reasonable criteria.

**R. TREE TRIMMING.** The Company seeks to obtain the necessary permission and rights to conduct tree trimming programs on private and public property. The Company will conform in said programs to clearance standards for its wires and equipment as prescribed by the M.D.T.E. and accepted utility practices.

**S.PRIVATE CONTRACTORS.** The Customers may, and in some instances be required to, employ private contractors at Customer's expense to install all or a portion of service construction. Said construction must conform to Company standards and requirements including materials utilized in said construction and charges may be made for construction inspection. No service will be energized until the installation has been inspected and approved by authorized Company personnel. The Company will advise Customers regarding areas of responsibility pursuant to the regulations and internal procedures.